

**Amendments to the Drawings:**

The attached sheets of the drawings include changes to FIG. 8. The new FIG. 8 replaces the original FIG. 8, as presented in the Submission of Formal Drawings on February 29, 2000. The amendments to FIG. 8 reflect the correct flow of logic for the present invention as set forth by the Specification in the first two full paragraphs of page 16 beginning with "In step 870." In particular, the transition line leading from step 830 to step 875 has been amended to lead from step 870 to step 875.

Additionally, a transition line leading from step 880 to step 830 has been added. The support for this addition may be found in the Specification in the first full paragraph of page 17 beginning with "In any event."

Attachment: 1 Replacement Sheet  
                  1 Annotated Sheet Showing Changes

### **REMARKS**

The present Amendment Response is responsive to the Non-Final Office Action mailed February 24, 2006. By this Amendment, Claims 35, 51, 52, 56, and 66 have been amended and Claim 40 has been cancelled. Applicant respectfully submits that no new matter has been added by this amendment. Reconsideration of the application, as amended, is requested.

#### **Objections under 37 C.F.R. § 1.75(c)**

In the Office Action, Claim 52 was objected to under 37 C.F.R. 1.75(c), as being of improper dependent form for failing to further limit the subject matter of a previous claim. In particular, the Examiner argued that should the payment option chosen by the purchaser consist of the first payment option, the claim provides no further limitations than those presented in Claim 51.

In response, Claim 52 has been amended to remove the requirement that the second payment option be selected. The limitations of Claim 52 now apply to both the first payment option and second payment option of Claim 51. Accordingly, Applicants respectfully submit that Claim 52 is now in proper dependent form and in condition for allowance.

#### **Rejections Under 35 U.S.C. § 112 and Objections under 35 U.S.C. § 132(a)**

In the Office Action, the Amendment filed on December 8, 2005 was objected to under 35 U.S.C. § 132(a) for introducing new matter into the disclosure. The Examiner acknowledges that the Specification indicates that the purchaser's account number is not transmitted to the seller, however, the Examiner goes on to contend that the original disclosure does not provide a basis or suggestion that the transmitted information received by the seller "does not include any portion of the account number." Additionally, the Examiner contends that there is no basis or suggestion that the "information received at the financial institution or financial institution representative does not include any portion of an account number of the purchaser."

Similarly, Claims 35-69 were rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. The Examiner contends that the claims contain subject matter which was not described in the Specification in such a way as to reasonably convey to one skilled in the relevant art that the inventors had possession of the

claimed invention at the time the application was filed. In particular, the Examiner contends that the Specification does not support the claim language that the information transmitted to either the financial institution or to the seller “does not include any portion of an account number of the purchaser.”

Although the Applicant believes that the Specification of the present invention supports the claim limitation that the transmitted information “does not include any portion of the account number,” in order to expedite the allowance of the present application, the independent claims have been amended to now recite the limitation that “the account number is not disclosed” to the seller. Additionally, the account number is not transmitted to the financial institution or financial institution representative during a transaction. The limitation of “wherein the account number is not disclosed” is clearly supported by the Specification (see third full paragraph of pag3 5). In light of the present claim amendments, the objections by the Examiner under 35 U.S.C. § 112 and 35 U.S.C. §132(a) are rendered moot.

#### **Claim Rejections in view of Egendorf**

In the Office Action, Claims 35-50 and 56-69 were rejected under 35 U.S.C. § 102(e) as being unpatentable over U.S. Pat. No. 5,794,211 to Egendorf. Additionally, Claims 51-55 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Egendorf. Applicants respectfully submit that the claims as presently amended are allowable over Egendorf.

##### **A. U.S. Pat. No. 5,794,211 to Egendorf (“Egendorf”)**

Egendorf is directed to an Internet billing method in which a customer purchases products through their Internet Service Provider (ISP), and the ISP later bills the customer for the purchases. An agreement is made between the ISP and a customer in which billing accounts are established, wherein the customer can purchase a product from a vendor and the cost of that product will be billed to one of the billing accounts. Separate agreements are established between the ISP and the vendors in which the ISP agrees to remit to the vendor a portion of any money billed to and collected from the customer.

When a customer makes a decision as to a product or service that they wish to purchase, an exchange of transactional information occurs between the customer and vendor (col. 5, lines 18-29). This transactional information is obtained by the provider and the product or service is delivered to the customer (col. 5, lines 30-43). If approval for the transaction is needed from a third party, such as a credit card company, the ISP can obtain that approval. The appropriate customer account is then billed by the provider and a portion of the payment is remitted to the vendor (col. 5, lines 43-49).

B. The Claimed Invention is Distinguishable from Egendorf

Egendorf fails to disclose at least the claimed recitation that “prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, receiving, at the financial institute or financial institute representative, an authorization from the purchaser for the withdrawal of funds from the account in an amount of the purchase price.” In Egendorf, when a customer chooses to purchase a product or service, transaction information exchanged between the customer and vendor is obtained by the ISP, and the ISP bills the appropriate customer account. At no point during the transaction does a customer transmit an authorization to the ISP to proceed with the transaction. Instead, Egendorf discloses a standing agreement that exists between the customer and the ISP that authorizes the ISP to bill a customer account if a transaction occurs. Egendorf specifically states that “the billing will be done to billing accounts established in connection with the agreements” (col. 5, lines 3-5). Once an agreement has been established between the customer and the ISP, no additional action by the customer is necessary in order to complete a transaction. Accordingly, the ISP does not receive any authorization from the purchaser during the transaction. Any authorization from the purchaser is received by the ISP prior to the initiation of a transaction. In fact, any step requiring further user interaction beyond the initial agreement would go against the teaching of Egendorf. Egendorf is designed to be “an Internet billing method which is simple to use from ... the customer’s point of view” (col. 2, lines 1-3). Because Egendorf was designed to simplify on-line transactions, any step requiring further user interaction would go against the teaching of Egendorf. Accordingly, Egendorf does not teach or suggest “receiving, at the

financial institute or financial institute representative, an authorization from the purchaser for the withdrawal of funds from the account.”

Furthermore, because a pre-authorization standing agreement cannot anticipate the amount of the purchase price for a future transaction, Egendorf does not teach or suggest receiving an authorization from the purchaser during the transaction to pay “an amount of the purchase price.” Egendorf does mention the billing of different billing accounts if the amount of a particular transaction exceeds certain threshold values (Col. 6, lines 13-36); however, such authorization to bill different accounts is established in the initial agreement and does not constitute an authorization during the transaction. These agreements to bill different accounts also relate to a range of future purchase values and not the purchase price of the current transaction. Accordingly, Egendorf does not teach or suggest receiving an authorization from the purchaser during the transaction to pay “an amount of the purchase price.”

In direct contrast to Egendorf, each of the independent claims of the present invention now require that “prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, receiving, at the financial institute or financial institute representative, an authorization from the purchaser for the withdrawal of funds from the account in an amount of the purchase price.” As explained in detail above, Egendorf does not teach or suggest the new limitations that have been added to the independent claims.

Moreover, the new limitations that have been added to the independent claims are not disclosed by the other prior art cited by the Examiner. More specifically, neither U.S. Pat. No. 6,029,150 to Kravitz or U.S. Pat. No. 5,826,245 to Sandberg-Diment disclose that “prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, receiving, at the financial institute or financial institute representative, an authorization from the purchaser for the withdrawal of funds from the account in an amount of the purchase price.”

For at least these reasons, Applicants respectfully submit that each of the independent claims are allowable. Additionally, each of the dependent claims are allowable as a matter of law as being dependent on allowable base claims, notwithstanding their independent recitation of patentable features.

Applicant: Ganesan et al.  
Filed: December 11, 1998  
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### CONCLUSION

The Applicants believe they have responded to each matter raised by the Examiner. Allowance of the claims is respectfully solicited. It is not believed that extensions of time or fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR §1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,



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# **APPENDIX**



Annotated Sheet

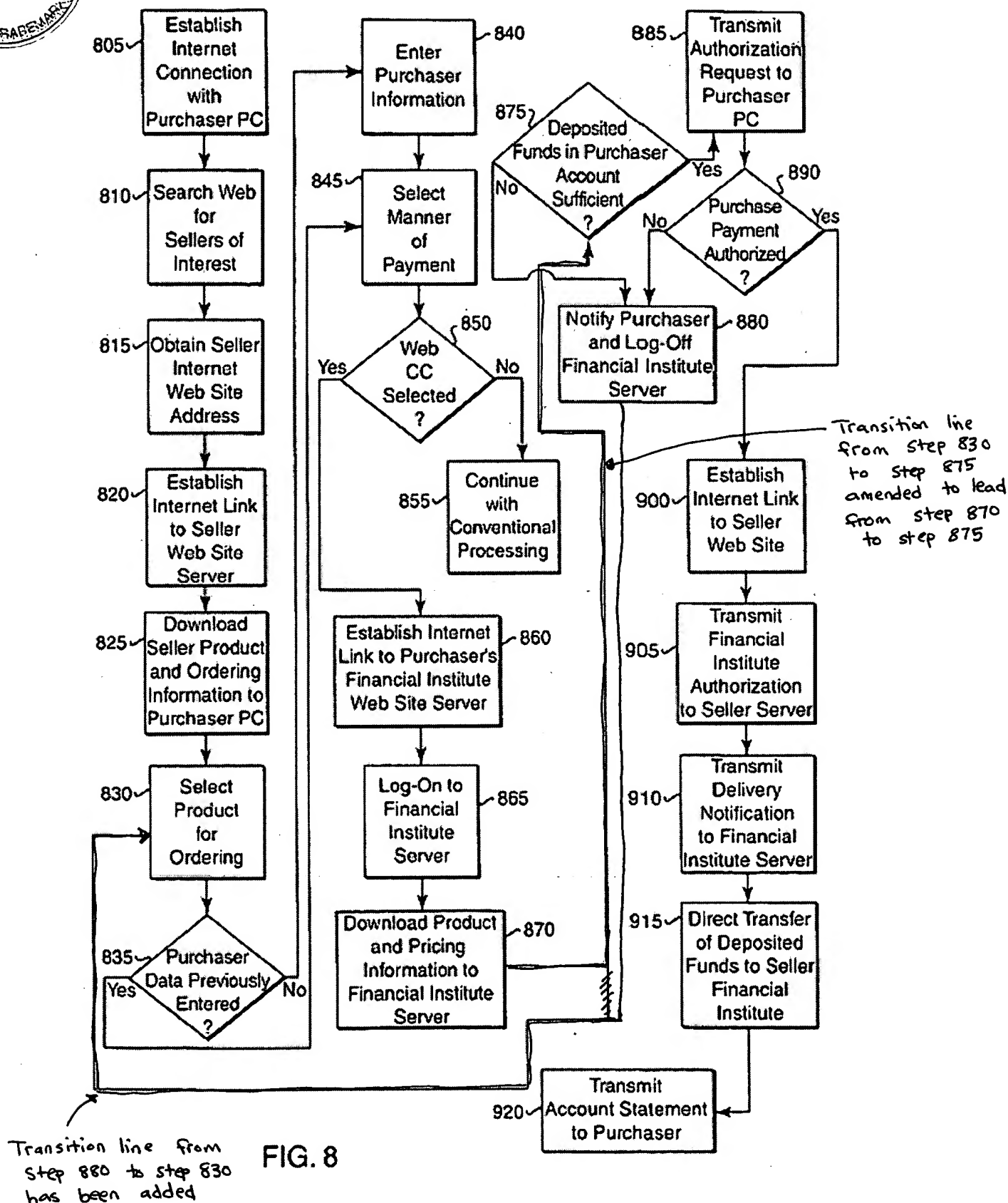


FIG. 8